

FILED IN DISTRICT COURT
OKLAHOMA COUNTY
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RICK WARREN
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**IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA**

**ALIREZA DABIRI and RAY DABIRI
PLAINTIFF,**

v.

**FOREMOST INSURANCE COMPANY
GRAND RAPIDS, MICHIGAN;
DEFENDANT.**

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Case No. CJ-2017-5562

FIRST AMENDED PETITION

COMES NOW the Plaintiff, Alireza Dabiri and Ray Dabiri (hereinafter "Plaintiffs"), by and through their Attorney of Record, G. Allan Grubb, for this Petition and for their causes of action against the Defendants, Foremost Insurance Company, Grand Rapids, Michigan (hereinafter Foremost or Defendant), and states the following:

1. The Plaintiff, Alireza Dabiri (hereinafter Alireza), is a resident of Oklahoma City, Oklahoma County, Oklahoma. The Plaintiff Ray Dabiri (hereinafter Ray) is a resident of Philadelphia, Pennsylvania.
2. The Defendant, Foremost Insurance Company (hereinafter Foremost or Defendant), is a foreign corporation based in Grand Rapids, Michigan.
3. The Defendant, Foremost is a member of the Farmers Insurance Group.
4. The Plaintiff, Ray purchased a home insurance contract from Foremost on May 25, 2015 which covered Alireza's home.
5. The Plaintiffs suffered damages to the home on May 26, 2015 due to extreme rain activity in the area.
6. The Plaintiffs contacted Foremost about the damages to the home to make a claim against the insurance on or about June 1, 2015.

7. Foremost has processed the claim and based on its assessment, it claims that the damages were preexisting due to unrepaired prior damages and wear and tear.

8. The Plaintiffs have obtained bids to repair the damages to the home in excess of Sixty-Five Thousand and no/100 Dollars (\$65,000).

FIRST CAUSE OF ACTION– BREACH OF CONTRACT

The Plaintiffs, for their First Cause of action, incorporates the allegations set forth above and further asserts:

9. The Defendant breached their duty of contract by not paying valid damage claims submitted by the Plaintiffs. The Defendant denied the Plaintiffs' claims in bad faith and has refused to reimburse the Plaintiffs for damages to the home from a natural disaster that were covered by the contract entered into by the parties.

WHEREFORE, Plaintiffs seeks recovery from the Defendant, for Breach of Contract, in an amount in excess of Sixty-Five Thousand and no/100 Dollars (\$65,000), and for costs, attorney's fees, and interest.

SECOND CAUSE OF ACTION – BAD FAITH

The Plaintiffs for their Second Cause of action, incorporates the allegations set forth above and further asserts:

10. The Defendant through its actions related above withheld payment to the Plaintiffs in bad faith and breached the duty of good faith and fair dealing in the Defendant's dealing with the Plaintiffs when the Defendant had knowledge of the natural disaster, as declared by FEMA (Federal Emergency Management Agency) of the United States Government and the State of Oklahoma's Department of Emergency Management.

WHEREFORE, Plaintiffs seek recovery from the Defendant for bad faith in its handling of the Plaintiffs' claim for insurance benefits, in an amount in excess of One Million and no/100 Dollars (\$1,000,000), and for costs, attorney's fees, and interest.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, Alireza Dabiri and Ray Dabiri, as individuals, pray for judgment against defendants Foremost; for:

11. a) Actual and compensatory damages for breach of contract b) bad faith dealings in the Defendants' handling of the Plaintiff's insurance claim and c) punitive damages to deter others from like conduct.
12. For judgment against the Defendants for prejudgment litigation interest, post-judgment interest, Attorney's fees, and costs of this suit.
13. For such other and ancillary relief as may be just and equitable.

ATTORNEY LIEN CLAIMED
JURY TRIAL DEMANDED

Respectfully Submitted,



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